

YOLO COUNTY AGREEMENT NO.

(Third Amendment to Agreement No. 19-161 with Lincoln Training Center and Rehabilitation Workshop, Inc. relating to Janitorial Services, to revise the Terms of Payment, increase the Maximum Compensation and extend the Term)

THIS Third Amendment to agreement No. 19-161 is made and entered into as of this 25th day of July 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Lincoln Training Center and Rehabilitation Workshop Inc., a California 501(c)(3) corporation (“Contractor”), who agree as follows.

WHEREAS, on or about July 23, 2019, the parties entered into an agreement for Contractor to provide janitorial services to the County (Yolo County Agreement No. 19-161 or “the Agreement”) from July 1, 2023 through June 30, 2022, with the option for the County to extend the Agreement for up to three additional one year periods;

WHEREAS, the County and Contractor have previously amended the Agreement to extend the term and increase the compensation due to changes in the scope of services, such as additional cleaning protocols necessitated by the COVID-19 pandemic (see letter extension dated 3/22/2022 and Second Amendment (Agreement No. 22-233);

WHEREAS, Contractor has performed the services to the County’s satisfaction during the term of the Agreement and County desires to extend the Agreement and to increase the maximum compensation to account for additional janitorial services requested by the County; and

WHEREAS, the parties wish to amend Agreement No. 19-161 to confirm the one-year extension of the Agreement’s Term and to increase the maximum compensation for Fiscal Years 2022-23 (total increase of \$202,015, including additional services) and 2023-24 (setting a maximum compensation, including the CPI adjustment allowed under the Agreement at \$1,260,694.25).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph **III.A and III.B** of Agreement No. 19-161 are hereby amended to read as follows:

III. COMPENSATION

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

August 1, 2019 through June 30, 2020: \$676,972.62

July 1, 2020 through June 30, 2021: \$830,577.12

July 1, 2021 through June 30, 2022: \$900,201.48

July 1, 2022 through June 30, 2023: \$1,223,975.00

July 1, 2023 through June 30, 2024: \$1,260,694.25

Provided, however, that the total amount of compensation to be paid Contractor for the services required by this Agreement, excluding Additional Services pursuant to Paragraph II, shall not exceed \$4,892,420.47. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. For the services described in Paragraph II above County shall compensate Contractor at the rates established in Exhibit D; provided, however, that the total amount of any such compensation shall not exceed an additional \$405,070.00 above the maximum amount in Paragraph III.A, resulting in a total maximum compensation amount of **\$5,297,490.47**. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

2. For purposes of clarity, the parties confirm that the Agreement is being extended for one additional year from July 1, 2023 through June 30, 2024 and that the County retains the option to further extend the Agreement for up to one additional one-year period pursuant to Paragraph IX.B of the Agreement.
3. Except as specifically amended hereinabove and in prior amendments, Agreement No. 19-161 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first written above.

CONTRACTOR:

By: _____
Gary Griffin, Vice President of Operations
Lincoln Training Center & Rehabilitation Workshop

COUNTY:

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Approved As To Form
Philip J. Pogledich, County Counsel

By:  _____
Kimberly Hood, Assistant County Counsel